

The Intelligencer.

Mr. C. S. MARTIN, of Harrisville, Ritchie county, informs us that the wheat and fruit are all right in that region.

On at the "Flats," Monongalia county, at Baker's school house, they have been discussing this question, "Resolved that the North American Indians should be exterminated." Owing to the preponderant power of "Daddy Baker" as a debater, we are informed that the question was decided in the negative, and sitting Bull will therefore continue his diversions unobscured.

The Hinge manufacturers of the United States who met at Pittsburgh on Thursday last remained in session two days and two nights. The meeting was one of the most important held for years, and resulted in an arrangement by which production will be reduced and prices advanced. The discount is now fixed at 60 and 10, or 10 per cent advance on old prices. The next meeting will be held June 20th.

During a brief visit to Brooke county on Saturday we fell in with our old friend and fellow laborer in the early Republican vineyard, J. G. Jacob, of the Wellburg Herald. He is getting a little regally with age and the cares and responsibilities of thirty years of editorship, but nevertheless gives evidence that the philosophic equanimity which has borne him quietly along thus far in his 50 years pilgrimage, will serve him well at least a score of years to come. Brother Jacob is one of those persons whom the Country Parson had in mind when he wrote his famous essay "concerning men out of whom more might have been made."

Our readers were doubtless surprised to see in Saturday's INTELLIGENCER, Prof. W. K. Pennington's name used in connection with the office of Door-keeper of the House of Representatives of the United States. The two Congressmen, who in caucus, gratuitously tendered this delicate compliment doubtless greatly overrated the Professor's aspirations. We learn from unquestioned authority that it was done absolutely without his knowledge, and that he never consented to be named as a candidate for an office for which he feels himself, neither by taste nor education, to have the shadow of a claim or qualification, and whose peculiar emoluments and honors he has neither art to appropriate nor heart to enjoy.

Mr. McClure and wife, and little son, arrived home from Texas Saturday evening on the P. W. & Ky. road, after a three months absence. They went South via the Iron Mountain road early in January; stopped a few days at the Hot Springs of Arkansas, and then proceeded to Taylor, Williamson county, Texas, where Mr. Curran Mendel, Capt. McClure's son-in-law, lives. At that place the McClures found a farm for his son Tom who has become a stranger, and put up a house for him. He also bought a number of lots in the town of Taylor, feeling sure that it will double its present population every year for the next four or five years. (These lots we suppose he bought as an offset to his Lazardville purchases above Wellburg.) He says that Curran Mendel's sheep, bought here last fall, have done well. Not one of them died during the winter and they look very promising. The country thereabouts can boast many large flocks of sheep, much larger than we are accustomed to see in this country. The Captain says that nothing can exceed the strenuousness of the country around Taylor. The lay of the land is almost level. There is a magnificent expanse of rolling prairie, which is very rich and well cultivated. Nevertheless, he says that he prefers this country to live in. It gets a trifle too warm down there for him.

He and his wife returned home via Galveston, coming across the Gulf and New Orleans. He found business very dull in both places, particularly New Orleans, where men are breaking every day or two, as they are at the North. He came up to the Lee & Vicksburg, and thence across to the railroad at Jackson, Miss. Coming up from that point to Memphis junction he found travelers very scarce—so much so that the conductor expressed himself glad to have company.

On the Lee Captain McClure and wife were assigned to the magnificent dining car of that famous boat. This was a compliment paid the Captain by Commander Campbell, who is an old Wheeling boy, and always does the handsome thing by his early friends and acquaintances when he has an opportunity. The ladies on the boat, of whom there were a great many on this particular trip, thought that Captain McClure was a rather venerable looking groom, and but for the more youthful appearance of his sprightly wife the bridal joke would have succeeded as well as it did.

The Captain enjoyed his first ride over the P. W. & Ky. road Saturday evening, it having been opened since he left, and he expressed himself highly gratified with the smoothness of the track and the careful manner in which the road is run.

The Case of George Q. Black, City Collector.

In consequence of the publication in Saturday's papers of the statement on behalf of Mr. Black, under the head of Municipal Court proceedings, Mr. T. J. Higgins, before whom Mr. Black was examined on the 30th of March and, again, on the 4th inst., fell called on to furnish to the public the following counter-statement, showing the questions that were put to Mr. Black on those occasions, and the answers which he made to them. Those questions and answers were as follows:

A. D. H. Chambers, Jr., Smith & Co., and Geo. Q. Black, ex parte.

THE COURT.

Case Adjudicated in the Supreme Court of Appeals Sitting at Wheeling on Saturday, April 6, 1878.

John J. Shunk, Appellant, vs. E. B. Knight and W. S. Laddley, Trustees, Appellees. From the Circuit Court of Kanawha county.

1. An injunction ought not to be awarded which is verified only by the affidavit of an agent of the plaintiff, "that the facts and allegations contained in the bill so far as stated therein, on his own knowledge, are true, and so far as stated on information he believes them to be true, there being in the bill no facts alleged of which this agent has any personal knowledge, so far as appears on the face of the bill, and no exhibits sustaining the material allegations of the bill.

2. An injunction to prevent the sale by a trustee of a tract of land conveyed by a deed of trust ought not to be awarded when the title to the land offered for sale is undisputed, and the debt for the payment of which it is about to be sold, merely because the debtor claims that he is entitled to a conveyance from the creditor of a parcel of land adjoining.

3. As a general rule, the answer to a bill of injunction must be fully, plainly, distinctly and positively denying the material allegations in the bill, and the proof is taken to sustain the bill, and the court is to decide on the coming in of the answer to dissolve the injunction. There are no exceptions to this general rule; but it is to be followed, when the answer is not to be dissolved till the hearing, and no serious loss would be sustained by the plaintiff if it were dissolved, even if the cause should be decided in his favor on the hearing.

4. As a general rule an injunction ought not to be dissolved till all the defendants implicated in the charges made by the bill have answered, but there are well established exceptions to this rule, first, the plaintiff must have been diligent in taking the answer of all the defendants; second, answers are required only of those defendants upon whom rests the gravamen of the charges in the bill, and lastly, no answer need be filed if the injunction on the face of the bill ought not to have been awarded.

5. If a bill on the face shows that he had set out his title to the subject of controversy, which has apparently failed to do so, when it is found that he thought he had done so, but now he finds the data are not in existence.

6. Are there in existence any data showing the amount of any particular item of that amount? (Question objected to. Objection overruled.)

7. The sum of \$350 is on my cash book. I have been unable to separate it from the others. That is the difficulty I found.

8. Does the entry of the receipt of the money by you on your cash book of \$350 in 1877, show the payment to the city? No, sir. There have been such data, but I don't know that there are any in existence now. I have been unable to find them.

9. When and how did they cease to exist? (Question objected to. Objection overruled.)

10. Don't know; I suppose they must have got lost in clearing out my office for the business of 1877.

11. When did you last know of the existence of any of those data?

12. I don't remember seeing any of them. I made my settlement—made up the list.

13. What did you make up that supplemental list of \$904 from?

14. They were selected from general entries made by my collectors when they went around. I don't know where they went around.

15. Where are those general memoranda?

16. The general entries, I suppose, are in my office.

17. Why can't you furnish the items?

18. Can't you do it by comparing the collections with the assessments made by the assessor, and by Council?

19. No, sir.

(The question is asked to be repeated.)

20. The question is, whether by comparison of collections with regular and special assessments, he could not ascertain what sums were received by him on account of his supplementary assessments.

21. I tried to make them do so but was unable to get them. I wanted, or supposed I could get, when I answered before.

22. Why can't you do so?

23. I keep several accounts—keep them all together, as simply as I can.

24. Do you mean that when a man pays \$100.00, part for water, part for city, and part for school taxes, you enter it in one bill?

25. (Objected to. Objection overruled.)

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27. Do I understand you then that for some of the money paid you in 1873, that you can't tell whether it was paid for water rent, or city taxes, or school taxes?

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28. Only a few, sir. I can't answer the impossibility of completing it, and discontinued it.

29. What law did you ascertain?

30. I made no memorandum of them, and I can't now state them.

31. Under what circumstances did Smith & Co. pay you \$350 in 1877?

32. On my threatening to make a levy. I think I had requested them to pay a number of times before.

33. During the time of the matters about which you have been asked in reference to the assessment list?

34. Yes, they used water of the city. I collected for it.

35. (In answer to a question by Mr. Hubbard.)

It was not entered as an assessment in any book. There was only an entry of it when collected.

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BY TELEGRAPH.

ASSOCIATED PRESS REPORT.

TO THE DAILY INTELLIGENCER.

WASHINGTON.

The Postoffice Department Short of Funds.

Republicans Confident of the Next House.

Opposition to Western River Appropriation.

Treasury Statement.

WASHINGTON, April 6.—The Treasury now holds \$346,015,850 in United States bonds to secure National bank circulation and \$13,453,000 in bonds to secure public deposits.

U. S. Bonds deposited for circulation of \$259,500
U. S. Bonds held for redemption of \$1,000,000
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Receipts of National bank notes for week ending April 5, 1878, as compared with corresponding period last year:

1877. 3,756,000
1878. 2,000,000
Receipts to-day. 347,000

POSTOFFICE APPROPRIATION.

The House Appropriation Committee has reported to the House a bill for the appropriation of \$3,357,298 below the estimate of the Department, and about \$800,000 less than the appropriation for the present year.

The bill reduces the compensation of railroad mail clerks from \$1,000 to \$800, and the method of paying Postmasters of the fourth class back to the old system—that is, a commission on stamps cancelled instead of sold.

There is embarrassment in the Postoffice Department, owing to the exchange of the appropriation for public printing in that branch of service. Unless speedily relieved the Registered Letter and Money-order branches will be brought to a standstill. An attempt will be made next week to get an appropriation to relieve the pressing necessities in this case.

Secretary and Mrs. Evans have gone to Omaha to meet their son, who has been in California, and was taken seriously ill on his way home.

A New Orleans letter-carrier, who resigned to escape the consequences of an unbusinesslike conduct, has written to the President, stating how hard he had labored through the campaign for his Excellency, and asking to be restored to his position as letter-carrier. To-day the Department replied that no matter how valuable his political labors, he could not be retained in Government employ when incompetent.

OUR RELATIONS WITH MEXICO.

Accounts from the Texas border show that recently there has been but few if any incursions from the Mexican side. Members of Congress who have the subject of our relations with Mexico under consideration, are of the opinion that our Government in recognizing that of Mexico has produced an improved condition of affairs on the border, but that Government has not yet done what is required by our own as pre-requisite to recognition, is one of the most serious causes of our trouble. Our citizens are not protected from forced loans, while British and French subjects residing in Mexico are, it is said, not subject to such illegal transactions.

Some of the Southern Congressmen are alarmed at the growth of the Independent movement in several of the Southern States, and are of the opinion that our Government in recognizing that of Mexico has produced an improved condition of affairs on the border, but that Government has not yet done what is required by our own as pre-requisite to recognition, is one of the most serious causes of our trouble. Our citizens are not protected from forced loans, while British and French subjects residing in Mexico are, it is said, not subject to such illegal transactions.

Explosion of Steamer Sandy Fashion.

CATLETTSBURG, Ky., April 6.—The steamer Sandy Fashion exploded her boiler, twenty minutes before 6 p. m., in the mouth of Sandy river, killing Joseph Newburgh, of Richmond, Ky., and an unknown man, head blown off. Injured—Cyren Freeman, clerk, splinter through his wrist; kneap broker Taylor Davis, engineer, badly bruised; Hiram Rice, engineer, badly bruised and bruised fingers broken; Fonce Osborn, pilot, both legs, wrist and arm broken, since died; Wm. Jones and Hiram Lygart, badly injured; George Kline, was cut and arm broken; John Osborn and Lyman Preston, hurt in the head. The boat is a total loss. Robert Price and Will Smiley were the owners. The cargo was mostly saved, but much injured. The only fatality was a small steam engine, the Catlettsburg and Big Sandy trade.

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